

Singapore, 31/08/2018

Request for Proposal (RFP): Transmission & Distribution Line Studies for Wind Power Project in Myanmar

Project Name: Myanmar Wind Power (the “Project”)

Dear Sirs,

Infra Capital Myanmar - ReEx is pleased to seek competitive proposals for the conduct of a Transmission & Distribution Line Survey for the Project in Myanmar.

Enclosed is the Request for Proposal, including the project objectives, Scope of Work and other terms and condition relevant to the proposal. After reviewing the enclosed material, please confirm via email along with an executed “Non-Disclosure Agreement” in Annex C, within 3 business days, whether a proposal will be submitted by your company.

Proposals and draft engagement contracts must be received by Infra Capital Myanmar - ReEx no later than 10 September 2018. Please provide proposals electronically (via e-mail) to wind_rfp@infracapmyanmar.com. Award notification is envisaged by 17 September 2018. Thereafter, Infra Capital Myanmar – ReEx expects to enter into contract with the most suitable bidder no later than the 21 September 2018.

All information presented herein this Request for Proposal should be considered and treated as confidential.

Sincerely,

Marcus Teo
Vice-President
Infra Capital Myanmar – ReEx

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1. Introduction and Background

1.1 Infra Capital Myanmar – ReEx Introduction

Infra Capital Myanmar - ReEx (“ICM”) is a company whose mandate is to develop and finance infrastructure projects on behalf of InfraCo Asia Development (“IAD”) in Myanmar. IAD is a commercially managed infrastructure development and investment company headquartered in Singapore but operating in over ten countries in Asia in order to help stimulate greater private sector investment into infrastructure projects.

IAD is a company of the Private Infrastructure Development Group (“PIDG”). The Private Infrastructure Development Group, established in 2002, is a coalition of multi-lateral donors mobilizing private sector investment to assist developing countries in providing infrastructure vital to boosting their economic growth and combating poverty. IAD is currently funded by three members of PIDG - Australian Department of Foreign Affairs and Trade (DFAT), the Swiss State Secretariat for Economic Affairs (SECO), and the UK Department for International Development (DFID/UKAid). The funding for ICM comes from the UK DFID.

IAD funds early stage, high-risk infrastructure development activities by taking an equity stake in projects and focusing on socially responsible and commercially viable projects. IAD’s goal is to create sustainable infrastructure projects that contribute to economic growth and social development. As such, IAD selects projects that meet the following criteria:

1. Additional: Projects where private sector developers are unable or unwilling to take on the upfront risks and costs on their own;
2. Development impact: Projects must deliver development benefits for low income communities and meet social and environmental best practice;
3. Commercial viability: Projects must be commercially viable to attract further private sector investment and ensure a return on the sale of IAD’s ownership rights.

1.2 Project Background

ICM is undertaking Transmission & Distribution (“T&D”) Line Studies to finalise the plan and estimate the cost of T&D works for its Wind Power Project to be connected to the main Myanmar Grid.

To that end, ICM intends to engage an experienced engineering consultancy (“Consultant”) to complete the Scope of Work (“Scope of Work”) in section two, for 4 Project Sites (“Sites”) through Transmission & Distribution (T&D) Line Studies (the “Services”). The estimated line length 175 km in total.

2. Scope of Work and Work Products

This Scope of Work section provides further clarity on what is expected of the Consultant in regards to the following Scope of Work and the intended Work Products (“Work Products”) to be delivered in ICM. ICM welcomes suggestions or improvements to the Scope of Work or Work Products that may benefit the Report.

2.1 Part-1 Route Study & Preparing for Draft T&D Profile

The intended Work Product is a T&D Profile in GIS and Google Map, with the culmination of the following activities to be conduct, not limited to:

- 2.1.1 Desktop route study for all 4 Sites and validation of proposed routes in ICM’s completed “Grid Impact and Interconnection Study”.
- 2.1.2 Drone study (if necessary as an option)
- 2.1.3 Constraint layering input on google earth and line route adjustment (i.e. military land, reserve forest, topographical constraints, manmade constraints, etc.)
- 2.1.4 Updated T&D line route mapping in GIS and Google Map
- 2.1.5 Cost estimation of all T&D works (including substations, lines, towers, and other infrastructure)

2.2 Part-2 Detail Topography Survey for line Route

The intended Work Product is an updated and refined T&D Profile in GIS and Google Map, with the culmination of the following activities to be conduct, not limited to:

- 2.2.1 On the ground survey along the route (if necessary as an option)
- 2.2.2 Detailed T&D Profile survey along corridor and center line of T&D route.
- 2.2.3 Update Tower position, design calculation, tower plotting on T&D Profile
- 2.2.4 Updated Tower positions in lieu of contour survey for hilly section (if necessary as an option)
- 2.2.5 Updated cost estimation of all T&D works (including substations, lines, towers, and other infrastructure)

2.3 Part-3 Tree Counting & Owner Identification

- 2.3.1 Tree Counting (if necessary as an option)
- 2.3.2 Land Ownership Identification along finalised T&D Profile

Given that Part 2 and 3 are heavily labour intensive and may be time consuming and costly, ICM may elect to undertake the Scope of Work in a piecemeal or staged fashion.

Therefore, bidders should propose pricings for each of the Parts to be conducted independently and may also suggest applicable discounts to Price should all Parts be undertaken concurrently or sequentially.

3. Notes to Bidders

3.1 Consultant's Proposal

Please confirm via email along with an executed "Non-Disclosure Agreement" in Annex C by 5 September, whether a proposal will be submitted by your company.

The Proposal ("Proposal") shall be based on the Scope of Work as outlined in Section two, to be submitted by 10 September 2018, with the following details:

- Proposal (understanding of the Project, proposal outline, methodology, scope deviations, team qualifications/CVs, schedule, experience etc.);
- Pricing according to provided Pricing Appendix ("Annex B") to be filed by Consultant; and
- Consultancy draft contract.

The bidder is to indicate suggested additions and/or deviations from the requested activities, which could reduce project cost and/or improve the final results.

3.2 Tender Timeline

Following acceptance of the Proposal, ICM anticipates a final response to the selected Consultant by the 17 September 2018. Thereafter, ICM expects to enter into an Agreement ("Agreement") with the Consultant, no later than 21 September 2018.

3.3 Selection Criteria

The bidders will be reviewed on their ability to execute the Scope of Work and Price proposal. Proposals will be evaluated based on the following criteria:

1. Approach and Methodology

1.1 Understanding of objectives

1.2 Work program and schedule

2. Draft Contract

2.1 Compliance with key contract terms suggested in sections 4 to 7 of this RFP

2.2 Compliance with code of conduct of PIDG/IAD/ICM (found in Annex A)

3. Price

3.1 Price for the conduct of T&D studies for all 4 Sites as per Pricing template attached in Annex B.

3.4 Any other variable cost or unknown cost that might be incurred

If Project related travel and accommodation by the Consultant is deemed necessary, the cost shall be born by the Consultant, and cost shall be embedded in the Price quoted.

3.4 ICM Provided Information

ICM will provide a reacted version of a “Grid Impact and Interconnection Study” done by an external international consultant, after the attached “RFP Non-Disclosure Agreement” in Annex C has been received by ICM.

3.6 Questions or Queries

Any questions or requests for further clarifications with regard to the RFP must be submitted in writing to the email address.

Infra Capital Myanmar - ReEx
Email: wind_rfp@infracapmyanmar.com

3.7 Currency and Language

The currency of the proposals shall be US Dollars. The bidder shall prepare all deliverables and support documentation in English.

4. Intellectual Property

The Parties agree that once created, IAD shall be the owner of all intellectual property rights in all Work Products (which may include but will not be limited to works, reports or other documents) produced by the Consultant and delivered to ICM during the course of performing the Services.

The ownership of third-party data collected by the Consultant in the course of the Services and paid for by ICM (on behalf of IAD) shall, after payment in full by ICM, lie with IAD.

5. Confidentiality

Confidential Information marked “confidential” sent by the Client, the Proposal and any other Work Product in the course of fulfilling the Scope of Work shall be deemed confidential and shall not be disclosed by any bidder or the selected Consultant to any other persons except ICM.

6. Responsibility of the Consultant

The Consultant shall perform the Services as described in this RFP and shall exercise all reasonable skill and care in the performance of the Services in accordance with good industry practices and applicable law and all warranties in Annex A.

- ICM and the Consultant agree that the Consultant, including its employees or sub-contractors (if any), in performing the Services are in each case not considered an employee or agent of ICM or its sponsors.
- The Consultant should warrant in its Proposal that it does not have any conflict of interest with ICM or its sponsors (including IAD and the PIDG), in regards to fulfilling the Scope of Work or performing its role as a Consultant.
- The Consultant acknowledges and agrees to procure that the Services it provides in connection with the Project shall at a minimum be compliant with and undertaken in accordance with the policies and procedures of InfraCo Asia Development Pte. Ltd. and the codes and policies of the Private Infrastructure Development Group and the Performance Standards on Environmental and Social Sustainability as are recommended and published by the International Finance Corporation from time to time.

7. Other Relevant Terms and Conditions

- **Delivery of all draft Work Products**
The Consultant shall provide the schedule to complete the Studies.
- **Payment terms - 30 Days from receipt of invoice**
- The Consultant acknowledges and agrees that ICM and IAD shall have the right, by providing written notice to the Consultant, to terminate or suspend their involvement, undertakings and/or dealings in respect of the Agreement and the Project with immediate effect where it is reasonably believed that any non-compliance or infringement of the codes and policies referred to above at Section 6 has occurred.
- The Consultant acknowledges and agrees that either of ICM or InfraCo Asia Development (themselves or through their representatives) may inspect and review and make copies of all relevant books, records and accounts of the Consultant in respect of the Project and conduct background checks on the Consultant, its associates and/or affiliates, for the purposes of the above.

Annex A: References to Code of conduct of PIDG/IAD/ICM

The Consultant shall acknowledge, if selected, that its engagement and dealings with ICM shall be at all time to IAD Operating Policies and Prodedues¹ and the code conduct and policies and procedures of the Private Infrastructure Development Group (PIDG)² as if they applied to it. The Consultant shall, as a condition of its continued engagement, comply and act at all times in accordance with each of the same, and acknowledge and agree that ICM or IAD shall have the right to terminate or suspend the engagement with immediate effect without liability if any of them reasonably believe that any non-compliance or infringement has occurred. The Consultant shall agree and acknowledge, if selected, that if it is engaged for the specified Scope of Work, IAD may publish the total fees charged for the services rendered, as required by the PIDG Disclosure Policy and Procedures. Notwithstanding anything to the contrary hereunder, the Consultant shall acknowledge, if selected, that this provision shall be enforceable against it by IAD.

The Consultant shall warrant, if selected, that it shall in the course of delivering all services in the Scope of Work, endeavour to ensure adherence towards sufficient safety and risk management standards, as guided by IFC's Environmental and Social Performance Standards³ and the World Bank Group Environmental, Health, and Safety Guidelines⁴. The Consultant shall also agree to work with ICM to review and implement any further safety policies and/or measures that may be relevant to the delivery of all services in the Scope of Work.

The Consultant shall further warrant, if selected, that:

1. it has no conflict of interest in respect of this project or either of the proposed roles.
2. that it does not engage in Bribery, does not direct, authorise or knowingly permit any person who acts on its behalf or provides services to it, to engage in Bribery and that it will not, during the term of this Project, and during the period of time from the date on which the agreement is signed until this agreement is terminated, engage in, or direct, authorise, or knowingly permit a person acting on its behalf or providing services to it, to engage in, Bribery;
3. that it agrees to indemnify the ICM against any and all losses resulting from any Bribery by the supplier/Consultant made in connected with the services under this agreement;
4. that it is aware of the ICM's policy of zero tolerance towards bribery and corruption according to the InfraCo Anti-Corruption Compliance Policy;

¹http://infracoasia.com/images/library/files/Governance%20Documents/InfraCo_Asia_OPPs_2015_06_02.pdf

² <http://www.pidg.org/resource-library/operating-policies-and-procedures/code-of-conduct-and-operating-policies-and-procedures-for-pidg-participants>

³http://www.ifc.org/wps/wcm/connect/115482804a0255db96bffd1a5d13d27/PS_English_2012_Full-Documents.pdf?MOD=AJPERES

⁴http://www.ifc.org/wps/wcm/connect/2c410700497a7933b04cf1ef20a40540/FINAL_Aug+2015_Wind+Energy_EHS+Guideline.pdf?MOD=AJPERES

5. that it has procedures in place to implement the provisions of this policy with the Consultant reasonably believing that compliance is ensured by the Consultant and any persons acting for the Consultant in connection with this Project;
6. that it is aware that the ICM is subject to the provisions of the Anti-Bribery Laws prohibiting improper payments and bribes to private sector persons and to Public Officials and that neither it, nor any persons acting for the supplier/Consultant in connection with this agreement, has taken, or will take any action or engage in any activity which would lead to the ICM being in violation of the Anti-Bribery Laws;
7. that it does not, and will not, make any political donations for the benefit of, or on behalf of the ICM, or in relation to the services under this Project;
8. that any material breach of any of these representations and warranties will entitle the ICM, to terminate the Consultant's engagement with immediate effect;
9. that it will not delegate the performance of services under this agreement or otherwise engage any sub-advisor or agent in relation to the services, without the prior written approval of the ICM, and will ensure that any such engagement is set out in a written agreement which incorporates all material terms of this agreement regarding conduct, compliance, confidentiality and representations and warranties, and that the ICM shall be a third party beneficiary of, and entitled to enforce, such provisions.
10. The Consultant states and agrees that it has not, and will not, in the course of conducting business for the the ICM:
 - a. violate the Anti-Bribery Compliance Policy, applicable Anti-Bribery Laws and regulations; or
 - b. offer, promise, give or authorise the giving of any Bribe, rebate, payoff, influence payment, kickback or other unlawful payment including Facilitation Payments, to any Public Official in order to obtain or retain business, gain any unfair advantage or influence any act or decision of a Public Official in connection with the business of the ICM.
11. The Consultant shall make its books and accounting records relating to its provision(s) of services to the ICM available for inspection and/or auditing from time to time at the ICM 's request.
12. If the Consultant or any of its affiliates, group companies, sub-Consultants, agents, or representatives breaches this representation and/or is charged with or investigated in relation to or engages in any conduct that may constitute an offence under the Anti-Bribery or Laws, the ICM shall have the right unilaterally to immediately suspend payment under this contract or terminate this contract or to take other appropriate action in accordance with the terms of this contract.

Definitions as applicable:

Bribery is where:

- a person:
 - provides a benefit to another person; or
 - causes a benefit to be provided to another person; or
 - offers to provide, or promises to provide, a benefit to another person; or
 - causes an offer of the provision of a benefit, or a promise of the provision of a benefit, to be made to another person; and
- the benefit is not legitimately due to the other person; and

- the first-mentioned person does so with the intention of influencing a foreign public official (who may be the other person) in the exercise of the official's duties as a foreign public official in order to:
 - obtain or retain business; or
 - obtain or retain a business advantage that is not legitimately due to the recipient, or intended recipient of the business advantage (who may be the first-mentioned person).

Anti-Bribery Laws mean the UK Bribery Act 2010, the Foreign Corrupt Practices Act of 1977, the Criminal Code Act 1995 (Cth) and any other relevant anti-bribery laws, anti-corruption laws, conflict of interest laws, and other similar laws, rules and regulations applicable to its business.

Public Official means any individual who holds a legislative, administrative or judicial position of any kind (whether appointed or elected) of a country or territory, or subdivision thereof, exercises a public function for a country or territory, or subdivision thereof, or for any public agency or public enterprise of any country or territory, or subdivision thereof, or is an official or agent of a public international organisation.

Third Party includes, without limitation, any customer, supplier, or competitor, any potential customer, supplier or competitor, any employee or representative of the foregoing or any other person at the request of the foregoing.

Annex B: Pricing Template

Item	Description	Price per km	Remark
1	Part-1 Route Study & Preparing for Draft T&D Profile		
1.1	Desktop route study for all 4 Sites		Please mention software
1.2	Drone study (if necessary as an option)		Please mention Drone Type
1.3	Constraint layering input on google earth and line route adjustment		
1.4	Updated T&D line route mapping in GIS and Google Map		
1.5	Cost estimation of all T&D works		
2	Detail Topography Survey for line Route		
2.1	On the ground survey along the route (if necessary as an option)		
2.2	Detailed T&D Profile survey along corridor and center line of T&D route.		
2.3	Update Tower position, design calculation, tower plotting on T&D Profile		Please mention software
2.4	Updated Tower positions in lieu of contour survey for hilly section		
2.5	Updated cost estimation of all T&D works		
3	Part-3 Tree Counting & Owner Identification		
3.1	Tree Counting (if necessary as an option)		
3.2	Land Ownership Identification along finalised T&D Profile		

Annex C: RFP Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is entered into as of the [.....]th day of [.....] (month), 2018, between:

Infra Capital Myanmar- ReEx Pte Ltd (“ICMRE”), with registered address at 80 Robinson Road #02-00 Singapore 068898 and affiliated address in Myanmar at 62-B, Kan Yeik Thar Lane, (10) Quarter, Myangone Township, Yangon, Myanmar, 11062

And,

[.....NAME]

(“COMPANY”), with its principal place of business at

[.....address]

COMPANY and ICMRE are considering entering into a business transaction in regards to **the Provision of Consultancy Services by the Company for Transmission and Distribution Studies for ICMRE’s Wind Power Project,**

in order to evaluate the possibility of entering into such a transaction, the parties acknowledge and agree that it will be necessary to disclose or make available information and materials that are confidential and proprietary and contain valuable trade secrets relating to their respective businesses and the parties further acknowledge and agree that some such information may already have been disclosed or made available during the course of discussions prior to the date of this Agreement. For and in consideration of the mutual exchange of information, the anticipated business transactions between the parties, and other good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Definition of Confidential Information. ICMRE and COMPANY intend to disclose to each other information, which may include confidential information, for the purposes described above. “Confidential Information” means any information or data disclosed by or on behalf of a party (the “Disclosing Party”) to the other party (the “Recipient”) under or in contemplation of this Agreement. Confidential Information shall be deemed to include (without demarcation), financial information, marketing plans, business strategies, plans, proposals, and prospect and customer lists, research, development, know-how, computer software, models, designs, source code, techniques, systems, processes, works of authorship, 36 Robinson Road, City House, 12-06, Singapore 068877

projects, plans, proposals and flow charts, and any other business, marketing, technical, scientific, or other information of the Disclosing Party which, at the time of disclosure is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential.

2. Representatives. The terms “Disclosing Party” and “Recipient” include each party’s directors, officers, employees, representatives, related corporations or agents (collectively referred to as “Representatives”) that disclose or receive Confidential Information. The obligations of the parties hereto shall therefore also extend to such Representatives.

3. Non-Disclosure and Permitted Use. The Recipient acknowledges that its relationship is one of trust and confidence with respect to any Confidential Information disclosed and that the Disclosing Party’s Confidential Information is of economic value. The Recipient shall:

- a) use the Confidential Information only for the purposes set forth in this Agreement;
- b) prevent the disclosure or dissemination of Confidential Information to any other person or entity without the prior written consent of the Disclosing Party, except that the Recipient may disclose Confidential Information to employees of the Recipient and its Representatives on a “need to know” basis.
- c) advise those employees who access the Confidential Information of their obligations with respect thereto; and
- d) copy the Confidential Information only as necessary for those employees who are entitled to receive it, and ensure that all confidentiality notices are reproduced in full on such copies.

For the purposes of this Agreement only, “employees” includes third parties retained by the parties hereto for administrative, clerical or programming support, or as advisors. A “need to know” means that the employee requires the Confidential Information to perform their responsibilities and for the purposes contemplated by this Agreement.

COMPANY acknowledges that both InfraCo Asia Development Pte. Ltd. and the Private Infrastructure Development Group, as ultimate beneficiaries of ICMRE’s anticipated business transaction with the COMPANY shall be permitted users of the Confidential information.

4. Ownership of Confidential Information. No patent, copyright, trademark, or other

62B, Kan Yeik Thar Lane,
(10) Quarter, Myangone Township,
Yangon, Myanmar 11062

proprietary right is licensed, granted, or otherwise transferred by this Agreement or any disclosure hereunder, except for the right to use such information in accordance with this Agreement. No warranties of any kind are given with respect to the Confidential Information disclosed under this Agreement or any use thereof, except that the Disclosing Party warrants that it has the authority to make the disclosures contemplated hereunder.

Notwithstanding the foregoing, the COMPANY acknowledges and agrees that ICMRE may from time to time be requested or required, either directly or through IAD, by members and representatives of the Private Infrastructure Development Group to provide information related to the purpose of the anticipated Business Transaction (which may include Confidential Information) in order for IAD's donors and/or the members and representatives of the Private Infrastructure Development Group to, amongst other things, remain informed on potential expenditure of and exposure in respect to public funds.

5. Term. This Agreement shall continue in force for a period of two years from the date affixed to this document, unless earlier terminated by either party upon thirty (30) days prior written notice. All obligations undertaken respecting confidential information disclosed hereunder shall survive until six (6) months after the termination.

6. Enforceability. If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision, which so far possible achieves the parties' intent in agreeing to the original provision. The remaining provisions of this Agreement shall continue in full force and effect.

7. Authority. Each party warrants that it has the authority to enter into this Agreement.

8. Governing Law. This Agreement shall be governed in all respects by the laws of Singapore and

the parties submit to the non-exclusive jurisdiction of the Singapore courts.

9. Non Circumvention. The Recipient shall abstain from circumventing Disclosing Party and entering into any direct agreement related to the purpose of this agreement, with third parties introduced by Disclosing Party, their executives, shareholders, advisors and affiliates, without written authorization by Disclosing Party.

10. Reliance on Confidential Information. COMPANY acknowledges that ICMRE does not make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information.

COMPANY acknowledges and agrees that it: (a) must make its own assessment of the Confidential Information and satisfy itself as to the accuracy, content, legality and completeness of the information; and (b) will rely solely on its own investigations and analysis of the Confidential Information.

COMPANY acknowledges and agrees that nothing in this Agreement or contained in the Confidential Information constitutes an offer, recommendation or invitation by ICMRE to any person, or the basis of any contract;

Nothing in this Agreement confers any rights of exclusivity on COMPANY, or prevents ICMRE from disclosing any of the Confidential Information to any other person;

to the maximum extent permitted by law, none of ICMRE or InfraCo Asia Development Pte. Ltd., its affiliates or any of their directors, officers or representatives will be liable for any loss or damage (whether foreseeable or not) suffered by any person using, disclosing or acting on any Confidential Information, whether the loss or damage arises in connection with any negligence, default or lack of care, or from any misrepresentation or any other cause.

On Behalf of

[COMPANY NAME]

Signature: _____

Title: _____

Name: _____

Date: _____

On behalf of

Infra Capital Myanmar-ReEx Pte Ltd

Signature: _____

Title: _____

Name: _____

Date: _____

36 Robinson Road,
City House, 12-06,
Singapore 068877

62B, Kan Yiek Thar Lane,
(10) Quarter, Myangone Township,
Yangon, Myanmar 11062